

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO: President and Village Board of Trustees
FROM: Tim Sexton, Acting Village Manager
DATE: November 22, 2013 (COW) (B of T) AGENDA DATE: December 5, 2013
TITLE: Public Works Garfield Maintenance Building, Project #FM 13-02

SUBMITTED BY: Tom Ellis, Operations Superintendent

RESULTS:

Date Bids Were Published 11/6/13 Bidding Closed 11/22/13
Total Number of Bids Received 15
Total Number of Bidders Meeting Specifications 14
Bid Security Required X Yes No
Performance Bond Required Yes X No
Were Any Bids Withdrawn Yes X No
Explanation:
Waiver of Bids Requested? Yes X No
If yes, explain:
Award Recommended to Lowest X Yes No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$550,000.00 acct: 430-710-720-75420
Amount of Award \$457,547.00

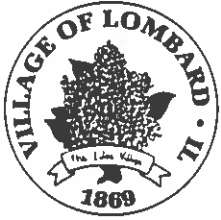
BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes X No
If yes, was quality of work acceptable Yes No
Was item bid in accordance with Public Act 85-1295? X Yes No
Waiver of bids - Public Act 85-1295 does not apply Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____
Finance Director XX _____ Date _____
Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.



To: Tim Sexton, Acting Village Manager
Through: Carl Goldsmith, Director of Public Works *CJ*
From: Tom Ellis, Operation Superintendent *TE*
Date: November 22, 2013
Subject: Results of the Public Works Garfield Maintenance Building, Project FM 13-02

On Friday November 22, 2013, bids were opened for the construction of the Public Works Garfield Maintenance Building located at 1135 Garfield. Bid specifications were sent to 22 vendors, resulting in 14 bidders responding who met Village specifications. The bid results are as follows:

<u>Contractor</u>	<u>Bid amount</u>	<u>Contractor</u>	<u>Bid amount</u>
R.L. Sohol 12209 Rhea Dr. Plainfield, IL 60544	no bid	FGB CORP 1015 S. RT83 Elmhurst, IL	\$515,000.00
John Burns Const. 17601 SW HWY Orland Park, IL 60467	\$541,999.00	C.Acitelli Heating 813 S. Villa Villa Park, IL	no bid
Tuscany Construction 445 W Kay Ave. Addison, IL 60101	\$487,000.00	Midwest Const. Partners 1300 Woodfield Suite 150 Schaumburg, IL	\$559,886.00
L.J.Morse Const. 128 S. Broadway Aurora, IL	\$492,700.00	Happ Builders 28 LaBaron St. Waukegan, IL	\$509,000.00
Bergen Const. Corp. 255 E. Hellen St. Palatine, IL	no bid	ATP Enterprise Group 400 Central Ave. Northfield, IL	\$569,000.00
Loung's Corp. 3 Grant Square #307 Hinsdale, IL	no bid	Robert Yiu Const. 5623 S. Elm St. Hinsdale, IL	\$500,000.00
Stronghold Const. 6050 W Industrial Dr. Monee, IL	\$457,547.00	Schramm Const. 3520 Swenson Ave. St. Charles, IL	\$5468,000.00
Dimeo Bros. Inc 720 Richard Ln Elk Grove Village	no bid	Continental Const. 1919 Greenwood St. Evanston, IL	\$580,000.00

<u>Contractor</u>	<u>Bid amount</u>		
Kovic Const. 3721 N. Carnation St. Franklin Park, IL	\$791,000.00	Master Project Inc. 3 N 232 Rohlwing Rd Addison, IL	\$481,000.00
		Chicagoland Building Contractors 3 N. 232 Rohling Rd	\$478,000.00

The building was designed to conform to the new standards which include insulated- masonry walls, handicap accessible restrooms, fire sprinkler system, grease traps and HVAC system. The Garfield Building will serve as storage facility for snow equipment during winter operations, auxiliary snow command station and training facility for public works employees.

The budgeted amount for the project is \$550,000.00. The apparent low bidder for the project is Stronghold Construction, Monee, IL with a bid of \$457,547.00. Stronghold Construction has completed various projects with contract pricing ranging from \$94,000.00 to \$2.5 million. Completed projects include school renovations, detention centers and daycare centers.

Staff recommends the approval of the bid from Stronghold Construction for the Public Works Garfield Maintenance Building.

Please place this item on the December 5, 2013 agenda for consideration by the Village Board. If you have any questions, feel free to contact me.

VILLAGE OF LOMBARD

Garfield Maintenance Building

CONTRACT DOCUMENT NUMBER FM13-02_

This agreement is made this 5__day of December, 2013,_by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Stronghold Construction hereinafter referred to as (the "Contractor").

Witnesseth, That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

Construction of the Garfield Maintenance Garage in accordance with the drawings and specifications prepared by Trai Architecture, Inc. including addenda No.1 and No. 2 issued thereto for the sum of Four Hundred fifty-seven thousand, five hundred forty seven dollars. (\$457,547.00)

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document no.FM13-02_ for the construction of the Garfield Maintenance Building, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No.50464 - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated November 22, 2013

c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this Contract the total sum of \$457,547.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 180 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the Contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the Contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio ,
Village President, and the Contractor have hereunto set their hands this 5 day of
December, 2013.

If an individual or partnership, all individual names of each partner shall be signed or if a
corporation, an officer duly authorized shall sign here:

Accepted this ___ day of _____, 20__.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ___ day of _____, 20__.

Keith Giagnorio
Village President

Attest:

Janet Downer
Deputy Village Clerk